

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 20 1986

RICHARD H. FOSTER,

Plaintiff,

v.

JOHN VITULLO and
JOSEPH ALEXANDER,

Defendant.

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 84-C-740-B ✓

J U D G M E N T

In keeping with the verdict of the jury entered this 19th day of August, 1986, Judgment is hereby entered in favor of the plaintiff, Richard H. Foster, and against the defendants, John Vitullo and Joseph Alexander, under the written contract of January 23, 1984, in the amount of Thirty One Thousand Three Hundred Seventy and 71/100 Dollars (\$31,370.71), as and for compensation under said contract, and for the sum of Fifteen Thousand Forty-Five and 81/100 Dollars (\$15,045.81), for reimbursable expenses, making a total sum of Forty Six Thousand Four Hundred Sixteen and 52/100 Dollars (\$46,416.52), less the sum of Four Thousand Five Hundred Dollars (\$4,500.00), which the plaintiff has already been paid, making a total judgment of Forty One Thousand Nine Hundred Sixteen and 52/100 Dollars (\$41,916.52), with postjudgment interest to run thereon at the rate of 6.18 percent per annum, plus the costs of the action.

Any application for attorney fees by the plaintiff herein should be timely filed in keeping with the local rules.

DATED this 20 day of August, 1986.

Thomas R. Brett
THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MARCUS L. PEARSON,

Plaintiff,

vs.

U. S. POSTAL SERVICE,

Defendants.

No. 86-C-196-E

FILED

AUG 20 1986


Jack C. Singer, Clerk
U. S. DISTRICT COURT

JUDGMENT

This action came on for hearing before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that the Plaintiff Marcus L. Pearson take nothing from the Defendant U. S. Postal Service and that the action be dismissed on the merits.

DATED at Tulsa, Oklahoma this 19th day of August, 1986.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SAMSON RESOURCES,

Plaintiff,

vs.

DELHI GAS PIPELINE,

Defendant.

No. 84-C-928-E

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

AUG 20 1986


W. C. Smith, Clerk
U. S. DISTRICT COURT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown within ten (10) days that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

DATED this 19th day of August, 1986.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

REPUBLIC TRUST AND SAVINGS,

Appellant,

v.

JAMES C. HARDY and LIBERTY
TOWERS CONDOMINIUMS,

Appellees.

REPUBLIC TRUST AND SAVINGS,

Appellant,

v.

JAMES C. HARDY and LIBERTY
TOWERS CONDOMINIUMS,

Appellees.

Case No. 83-C-1028-E

Case No. 83-C-1065-E ✓

ORDER

This matter is before the Court on remand from the United States Court of Appeals for the Tenth Circuit, Case Nos. 84-2554, 84-2555, 84-2607 and 84-2613, for entry of judgment consistent with the settlement agreement between the parties, James C. Hardy and Liberty Towers Condominiums and Republic Trust and Savings Company. The Court having reviewed the files and pleadings, and being advised that the parties have entered into a settlement agreement and have stipulated and agreed to certain facts, FINDS as follows:

1. On or about February 1, 1981, Liberty Towers executed and delivered to Republic Trust and Savings Company a note in the amount of \$566,421.00 with interest to accrue at the rate of 18 per cent per annum, payable on or before February 6, 1982, or on

demand, and as security therefore, Liberty Towers executed and delivered to Republic a Real Estate Mortgage covering certain real property, commonly known as the 23rd Floor of the Liberty Towers Condominiums, located in Tulsa County, Oklahoma. Liberty Towers and James C. Hardy also pledged and assigned to Republic a Certificate of Deposit in the amount of \$80,000.00 as further security for the note.

2. James C. Hardy filed a Petition in the United States Bankruptcy Court for the Northern District of Oklahoma requesting relief pursuant to Chapter 11, of Title 11, United States Code on the 26th day of January, 1983, Case No. 83-00093. On the 30th day of March, 1984, a Plan of Reorganization was confirmed in the Hardy proceeding. Liberty Towers filed a Petition requesting relief pursuant to Chapter 11 of Title 11 United States Code on June 13, 1983 in the United States Bankruptcy Court for the Northern District of Oklahoma, Case No. 83-00823.

3. At a pre-trial conference held on September 17, 1983, Hardy, Liberty Towers, and Republic entered into certain stipulations of fact and framed the issues of law to be decided by the Bankruptcy Court for the purpose of filing cross motions for summary judgment and the presentation of oral argument. At that conference Republic, Hardy, and Liberty Towers stipulated that for the purposes of determining the issues then pending before the Bankruptcy Court only, specifically the Motion for Turn Over of the Certificate of Deposit filed by Liberty Towers and Hardy pursuant to 11 U.S.C. §542(a) and a Motion for Relief From Automatic Stay pursuant to 11 U.S.C. §362(d), filed by Republic, that the

fair market value of the property as of June 30, 1983 would be presumed to be \$650,000.00. The parties further stipulated that Liberty Towers was in default upon its obligations under the note and that there remained a balance of principal and interest due and owing as of September 16, 1983, in the sum of \$648,802.38, with interest continuing to accrue thereafter at the rate of \$284.85 per day. On October 24, 1983, the Bankruptcy Court, ordered Liberty Towers to convey to Republic by General Warranty Deed the real property mortgaged as security for the payment of Liberty Towers' note to Republic. The Bankruptcy Court also ordered Republic to credit the debt of Liberty Towers with the sum of \$650,000.00.

4. On December 12, 1983, in a matter before the Bankruptcy Court and related to the Order of October 24, 1983, the Bankruptcy Court ordered that Republic recover interest in the sum of \$9,892.03 as of October 24, 1983 and delinquent ad valorem taxes for the year 1982 in the sum of \$6,214.03. The Court denied all other claims of Republic.

5. Pursuant to the terms of the settlement agreement between the parties, the Court further FINDS as follows:

A. The conveyance of the 23rd Floor of the Liberty Towers Condominium more particularly described as follows:

Units 23A, 23B, 23C, 23D, 23E, 23F, 23G, 23H, 23J, 23K, 23L and 23M, Liberty Towers Condominiums, according to the declaration of unit ownership estates dated June 17, 1980, and recorded in Book 4480 at page 765 in the Office of the Tulsa County Clerk and situated on the following described property.

Lots 1, 2, 3, 4, and 5, Block 3, Stansberry Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

should be affirmed.

B. Republic is not be entitled to seek any further recovery against Hardy or Liberty Towers based upon the claims and demands raised in its appeal for the reason that the 23rd Floor of the Liberty Towers Condominium was taken in settlement of claims that Republic had against Liberty Towers and Hardy. However, the indebtedness of Hardy and Liberty Towers to Republic should not be and is not satisfied so as to preclude Republic from seeking further recovery on the above-referenced indebtedness from any third parties, including but not limited to any and all guarantors of said indebtedness, except Hardy. The stipulations as to the fair market value of the 23rd Floor of the Liberty Towers Condominiums referred to hereinabove, were not and are not intended to affect the rights of Republic as to and against any other parties. Said stipulations were made solely for the purpose of settling claims between the parties so that Republic would not seek any recovery from Liberty Towers and Hardy apart from recovery on the property pledged as security on the indebtedness. Said stipulations were not intended to and do not reflect the true value of the 23rd Floor of the Liberty Tower Condominiums, and should not be relied upon in assessing the liability of any third party to Republic.

C. Republic is entitled to receive \$30,000.00 from the Certificate of Deposit referred to hereinabove.

Upon consideration of the record and pursuant to the settlement agreement between the parties,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the transfer and conveyance of the property subject to this action to Republic Trust and Savings Company is hereby affirmed.

IT IS FURTHER ORDERED that Republic, as a result of the stipulations as to the subject property including the stipulations as to fair market value of said property, shall have no further right to proceed against Liberty Towers and Hardy for any deficiency, provided, however, that the Indebtedness shall not be and is not deemed to be satisfied in full so as to preclude Republic from seeking additional recovery from any third persons.

IT IS FURTHER ORDERED that the use of the stipulations as to the fair market value of the subject property shall be restricted to purposes relating to settlement between the parties herein and shall not be used for determination of the liability of any other persons.

IT IS FURTHER ORDERED that Republic shall receive \$30,000.00 from the Certificate of Deposit referred to hereinabove and that Republic shall have no further interest in and to said Certificate of Deposit.

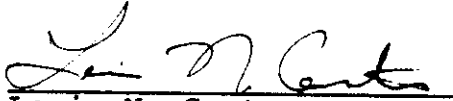
S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED BY:

DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON

By



Lewis N. Carter
Leonard I. Pataki
1000 Atlas Life Building
Tulsa, Oklahoma 74103
Attorneys for Plaintiff,
Republic Trust and Savings

PINKERTON & PINKERTON

By



James C. Pinkerton
1722 South Boston
Tulsa, Oklahoma 74119
Attorney for Defendants,
James C. Hardy and Liberty
Towers Condominiums

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

REPUBLIC TRUST AND SAVINGS,

Appellant,

v.

JAMES C. HARDY and LIBERTY
TOWERS CONDOMINIUMS,

Appellees.

REPUBLIC TRUST AND SAVINGS,

Appellant,

v.

JAMES C. HARDY and LIBERTY
TOWERS CONDOMINIUMS,

Appellees.

Case No. 83-C-1028-E ✓

Case No. 83-C-1065-E

ORDER

This matter is before the Court on remand from the United States Court of Appeals for the Tenth Circuit, Case Nos. 84-2554, 84-2555, 84-2607 and 84-2613, for entry of judgment consistent with the settlement agreement between the parties, James C. Hardy and Liberty Towers Condominiums and Republic Trust and Savings Company. The Court having reviewed the files and pleadings, and being advised that the parties have entered into a settlement agreement and have stipulated and agreed to certain facts, FINDS as follows:

1. On or about February 1, 1981, Liberty Towers executed and delivered to Republic Trust and Savings Company a note in the amount of \$566,421.00 with interest to accrue at the rate of 18 per cent per annum, payable on or before February 6, 1982, or on

demand, and as security therefore, Liberty Towers executed and delivered to Republic a Real Estate Mortgage covering certain real property, commonly known as the 23rd Floor of the Liberty Towers Condominiums, located in Tulsa County, Oklahoma. Liberty Towers and James C. Hardy also pledged and assigned to Republic a Certificate of Deposit in the amount of \$80,000.00 as further security for the note.

2. James C. Hardy filed a Petition in the United States Bankruptcy Court for the Northern District of Oklahoma requesting relief pursuant to Chapter 11, of Title 11, United States Code on the 26th day of January, 1983, Case No. 83-00093. On the 30th day of March, 1984, a Plan of Reorganization was confirmed in the Hardy proceeding. Liberty Towers filed a Petition requesting relief pursuant to Chapter 11 of Title 11 United States Code on June 13, 1983 in the United States Bankruptcy Court for the Northern District of Oklahoma, Case No. 83-00823.

3. At a pre-trial conference held on September 17, 1983, Hardy, Liberty Towers, and Republic entered into certain stipulations of fact and framed the issues of law to be decided by the Bankruptcy Court for the purpose of filing cross motions for summary judgment and the presentation of oral argument. At that conference Republic, Hardy, and Liberty Towers stipulated that for the purposes of determining the issues then pending before the Bankruptcy Court only, specifically the Motion for Turn Over of the Certificate of Deposit filed by Liberty Towers and Hardy pursuant to 11 U.S.C. §542(a) and a Motion for Relief From Automatic Stay pursuant to 11 U.S.C. §362(d), filed by Republic, that the

fair market value of the property as of June 30, 1983 would be presumed to be \$650,000.00. The parties further stipulated that Liberty Towers was in default upon its obligations under the note and that there remained a balance of principal and interest due and owing as of September 16, 1983, in the sum of \$648,802.38, with interest continuing to accrue thereafter at the rate of \$284.85 per day. On October 24, 1983, the Bankruptcy Court, ordered Liberty Towers to convey to Republic by General Warranty Deed the real property mortgaged as security for the payment of Liberty Towers' note to Republic. The Bankruptcy Court also ordered Republic to credit the debt of Liberty Towers with the sum of \$650,000.00.

4. On December 12, 1983, in a matter before the Bankruptcy Court and related to the Order of October 24, 1983, the Bankruptcy Court ordered that Republic recover interest in the sum of \$9,892.03 as of October 24, 1983 and delinquent ad valorem taxes for the year 1982 in the sum of \$6,214.03. The Court denied all other claims of Republic.

5. Pursuant to the terms of the settlement agreement between the parties, the Court further FINDS as follows:

A. The conveyance of the 23rd Floor of the Liberty Towers Condominium more particularly described as follows:

Units 23A, 23B, 23C, 23D, 23E, 23F, 23G, 23H, 23J, 23K, 23L and 23M, Liberty Towers Condominiums, according to the declaration of unit ownership estates dated June 17, 1980, and recorded in Book 4480 at page 765 in the Office of the Tulsa County Clerk and situated on the following described property.

Lots 1, 2, 3, 4, and 5, Block 3, Stansberry Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

should be affirmed.

B. Republic is not be entitled to seek any further recovery against Hardy or Liberty Towers based upon the claims and demands raised in its appeal for the reason that the 23rd Floor of the Liberty Towers Condominium was taken in settlement of claims that Republic had against Liberty Towers and Hardy. However, the indebtedness of Hardy and Liberty Towers to Republic should not be and is not satisfied so as to preclude Republic from seeking further recovery on the above-referenced indebtedness from any third parties, including but not limited to any and all guarantors of said indebtedness, except Hardy. The stipulations as to the fair market value of the 23rd Floor of the Liberty Towers Condominiums referred to hereinabove, were not and are not intended to affect the rights of Republic as to and against any other parties. Said stipulations were made solely for the purpose of settling claims between the parties so that Republic would not seek any recovery from Liberty Towers and Hardy apart from recovery on the property pledged as security on the indebtedness. Said stipulations were not intended to and do not reflect the true value of the 23rd Floor of the Liberty Tower Condominiums, and should not be relied upon in assessing the liability of any third party to Republic.

C. Republic is entitled to receive \$30,000.00 from the Certificate of Deposit referred to hereinabove.


Upon consideration of the record and pursuant to the settlement agreement between the parties,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the transfer and conveyance of the property subject to this action to Republic Trust and Savings Company is hereby affirmed.

IT IS FURTHER ORDERED that Republic, as a result of the stipulations as to the subject property including the stipulations as to fair market value of said property, shall have no further right to proceed against Liberty Towers and Hardy for any deficiency, provided, however, that the Indebtedness shall not be and is not deemed to be satisfied in full so as to preclude Republic from seeking additional recovery from any third persons.

IT IS FURTHER ORDERED that the use of the stipulations as to the fair market value of the subject property shall be restricted to purposes relating to settlement between the parties herein and shall not be used for determination of the liability of any other persons.

IT IS FURTHER ORDERED that Republic shall receive \$30,000.00 from the Certificate of Deposit referred to hereinabove and that Republic shall have no further interest in and to said Certificate of Deposit.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED BY:

DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON

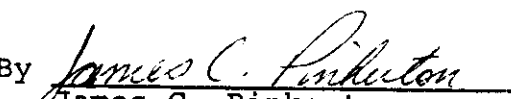
By



Lewis N. Carter
Leonard I. Pataki
1000 Atlas Life Building
Tulsa, Oklahoma 74103
Attorneys for Plaintiff,
Republic Trust and Savings

PINKERTON & PINKERTON

By



James C. Pinkerton
1722 South Boston
Tulsa, Oklahoma 74119
Attorney for Defendants,
James C. Hardy and Liberty
Towers Condominiums

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 20 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

QUANTUM INFORMATION
SYSTEMS, INC.,

Plaintiff,

vs.

CASE NO. 85-C-948-C

PHYSICIANS DIGITAL RESOURCES,
INC., and JOSEPH E. LEVY,

Defendants.

JOINT STIPULATION OF DISMISSAL

COME NOW the parties, and hereby jointly stipulate and agree that Plaintiff's Petition and all causes of action contained therein are dismissed with prejudice, with each party to bear its own attorney fees and costs.

QUANTUM INFORMATION SYSTEMS, INC.

Mark G. Kachigian
MARK G. KACHIGIAN, Attorney for
Quantum Information Systems, Inc.

By:

William Berne
WILLIAM BERNE

PHYSICIANS DIGITAL RESOURCES, INC.

Stephen R. Clark
STEPHEN R. CLARK, Attorney for
PHYSICIANS DIGITAL RESOURCES, INC.,
and JOSEPH E. LEVY

By:

Joseph E. Levy
JOSEPH E. LEVY, ~~President~~ Chairman of the Board

Joseph E. Levy
JOSEPH E. LEVY

Entered

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

ELTA THOMAS and LEONARD THOMAS,)
)
Plaintiffs,)
)
vs.)
)
SANBORDE, INC., a corporation;)
HARP'S FOOD STORES, INC., a)
corporation; and KEANE-MONROE)
AUTOMATIC OPERATING SYSTEMS,)
INC., a corporation,)
)
Defendants.)

No. 86-C-96-*fb* ✓

APR 19 1986 *ef*

ORDER


NOW on this 18th day of August, 1986,
Plaintiffs Application to Dismiss Defendant Harp's Food Stores,
Inc., a corporation as party Defendant herein, comes on for
hearing before me, the undersigned, the Court having been
apprised of the circumstances and reviewed the files herein finds
that Defendant Harp's Food Stores, Inc., a corporation should be
dismissed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court
that Defendant, Harp's Food Stores, Inc., a corporation, is
hereby dismissed as party Defendant in the above styled action.

Thomas B. Brett
UNITED STATES DISTRICT JUDGE

APPROVAL:

Steven Dobbs
STEVEN DOBBS OBA NO. 2384
PEARCE & DOBBS
1103 Park/Harvey Center
200 N. Harvey
Oklahoma City, Oklahoma 73102
(405) 232-2227
ATTORNEY FOR PLAINTIFFS



JAMES E. POE
COWINGTON & POE
5th & Boulder
740 Grantson Bldg.
Tulsa, OK 74103

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MARGARET GILLEY,

)
)
Plaintiff,)

v.

) No. 86-C-486-E
)
)
)

ORA M. BAKER,

)
)
)
Defendant.)

ORDER OF DISMISSAL WITH PREJUDICE

NOW on this 18 day of August, 1986, the Court having reviewed the Stipulation For Order Of Dismissal With Prejudice filed by counsel for the party litigants herein, finds that Plaintiff's causes of action for entitlement to property damage and rental expense, as set forth in numerical paragraphs 10 and 11 of Plaintiff's Complaint filed herein, should be dismissed with prejudice to the refiling of same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the relief sought in numerical paragraphs 10 and 11 of Plaintiff's Complaint, which embodied claims for property damage and rental expense, are hereby dismissed with prejudice to the refiling of same.

IT IS FURTHER ORDERED that the balance of Plaintiff's lawsuit go forward according to law.

S/ THOMAS R. BRETT
Judge of the District Court

C. Clay Roberts, III
C. Clay Roberts, III, Attorney for Plaintiff

Michael P. Atkinson
Michael P. Atkinson, Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 19 1986

JACK C. SEVEN, CLERK
U.S. DISTRICT COURT

JERRY M. HOLLAND,

Plaintiff,

vs.

AMERICAN RED BALL TRANSIT
CO., INC., d/b/a RED BALL
INTERNATIONAL,

Defendant.

No.85-C-862-E

DISMISSAL WITH PREJUDICE

Plaintiff Jerry M. Holland hereby dismisses the above-captioned case, with prejudice, each party to bear his (its) own costs and attorneys fees.

Dated: August 18, 1986

PLAINTIFF

Jerry M. Holland

PLAINTIFF'S ATTORNEY

Douglas J. Boyd
Douglas J. Boyd
Suite 1504
320 South Boston
Tulsa, Oklahoma 74103
(918) 587-9186

Assented to:

William E. Hughes
William E. Hughes
Doerner, Stuart, Saunders,
Daniel & Anderson
1000 Atlas Life Building
Tulsa, Oklahoma 74103
(918) 582-1211

Attorneys for Defendant

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

AUG 19 1986

HERTZ EQUIPMENT RENTAL CORPORATION,

Plaintiff,

vs.

UNITED STATES FIDELITY & GUARANTY
COMPANY,

Defendant.

No. 86-C-20-B

ORDER OF DISMISSAL

NOW on this 18th day of August, 1986, upon the written Application of the Plaintiff, Hertz Equipment Rental Corporation, for a dismissal with prejudice of the Amended Complaint herein and all causes of action therein, the Court having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Amended Complaint with prejudice to any future action.

The Court finds that said Amended Complaint in the above captioned matter should be dismissed pursuant to the Application on file herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Amended Complaint and all causes of action of the Plaintiff, Hertz Equipment Rental Corporation, against the

Defendant, United States Fidelity & Guaranty Company, be, and the same are hereby dismissed with prejudice to any future action.

S/ THOMAS R. BRETI

JUDGE OF THE UNITED STATES DISTRICT
COURT, NORTHERN DISTRICT OF
OKLAHOMA

CERTIFICATE OF MAILING

I hereby certify that on the _____ day of August, 1986, a true and correct copy of the above and foregoing Order for Dismissal was mailed to Gus Farrar, attorney for defendant, P. O. Box 2987, Tulsa, Oklahoma 74101-2987, with proper postage prepaid thereon.

JESS W. ARBUCKLE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 19 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JOHNNIE L. SATTERFIELD;
WILLIAM R. SATTERFIELD;
CREDITHRIFT OF AMERICA, INC.,
DENISE MCKINNEY; COUNTY
TREASURER, Tulsa County,
Oklahoma; and BOARD OF COUNTY
COMMISSIONERS, Tulsa County,
Oklahoma,

Defendants.

CIVIL ACTION NO. 85-C-527-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 19 day
of August, 1986. The Plaintiff appears by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Phil Pinnell, Assistant United States Attorney;
the Defendant, Johnnie L. Satterfield, appearing not, having had
a Judgment on the Pleadings already entered against her in this
matter; the Defendant, William R. Satterfield, appearing not,
having previously filed his Disclaimer on October 30, 1985,
disclaiming any interest in the real property described in the
Complaint; the Defendant, Denise McKinney, appearing not; the
Defendants, County Treasurer, Tulsa County, Oklahoma, and Board
of County Commissioners, Tulsa County, Oklahoma, appear by
Susan K. Morgan, Assistant District Attorney, Tulsa County,
Oklahoma; and the Defendant, Credithrift of America, Inc.,

appearing not, having previously filed its Disclaimer on June 18, 1985, disclaiming any interest in the real property described in the Complaint herein.

The Court being fully advised and having examined the file herein finds that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on May 30, 1985; that the Defendants, William R. Satterfield and Johnnie L. Satterfield, were served with Summons and Complaint on September 21, 1985; and that the Defendant, Denise McKinney, was served with Summons and Complaint on December 5, 1985.

It appears that the Defendant, Johnnie L. Satterfield filed her Answer on October 30, 1985; that the Defendant, William R. Satterfield filed his Disclaimer on October 30, 1985, disclaiming any interest in the real estate described in the Complaint filed herein; that the Defendant, Credithrift of America, Inc., filed its Disclaimer on June 18, 1985, disclaiming any interest in the real estate described in the Complaint filed herein; that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers herein on June 20, 1985; and that the Defendant, Denise McKinney, has failed to answer and her default has been entered by the Clerk of this Court on March 12, 1986.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following described real

property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Eight (8), Block Five (5), HARTFORD HILLS ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

The Court further finds that on June 26, 1978, the Defendant, Johnnie L. Satterfield, executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, her mortgage note in the amount of \$10,400.00, payable in monthly installments, with interest thereon at the rate of nine percent (9%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendant, Johnnie L. Satterfield, executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, a mortgage dated June 26, 1978, covering the above-described property. Said mortgage was recorded on July 7, 1978, in Book 4339, Page 332, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Johnnie L. Satterfield, made default under the terms of the aforesaid note and mortgage by reason of her failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, Johnnie L. Satterfield, is indebted to the Plaintiff in the principal sum of \$8,942.00, plus accrued interest of \$756.20 as of September 26, 1985, plus interest at the rate \$2.21 per day until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of

this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

The Court further finds that the Defendant, Johnnie L. Satterfield, in her Answer filed herein, did not deny any of the allegations of Plaintiff's Complaint, but does in fact admit that the mortgage in question is past due and in default. A Judgment on the Pleadings was entered by this Court against Johnnie L. Satterfield on July 21, 1986.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Johnnie L. Satterfield, in the principal sum of \$8,942.00, plus accrued interest of \$756.20 as of September 26, 1985, plus interest thereafter at the rate of \$2.21 per day until judgment, plus interest thereafter at the current legal rate of 6.18 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, Denise McKinney, William R. Satterfield, and Credithrift of America, Inc., have no interest, claim, or lien in the real property involved herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Johnnie L. Satterfield, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

Second:

In payment of the judgment rendered herein in favor of the Plaintiff.

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

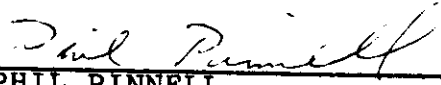
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.

s/H. DALE COOK

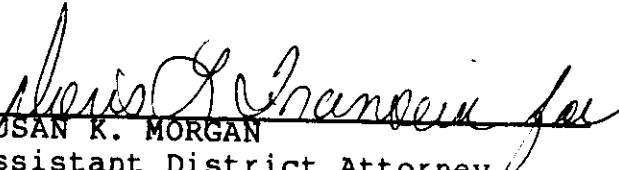
UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney



PHIL PINNELL
Assistant United States Attorney



SUSAN K. MORGAN
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma

- Entered -

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

125.35 ACRES OF LAND, MORE OR)
LESS, SITUATE IN OSAGE COUNTY,)
STATE OF OKLAHOMA, AND CHARLES)
GOODALL, AND UNKNOWN OWNERS,)
et al.,)

Defendants.)

CIVIL ACTION NO. 84-C-912-E

Tracts Nos. 1614ME-1 and
1614ME-2

FINAL JUDGMENT DETERMINING JUST
COMPENSATION AND ORDER OF DISBURSEMENT AND POSSESSION

Upon consideration of the Stipulation of Just Compensation entered into by Plaintiff, United States of America, and Defendants, Charles Goodall and Bessie Goodall, Trustees of the Charles Goodall Revocable Trust, Jack H. Satin, Trustee of the Jack H. Satin Revocable Trust, Bessie Goodall and Charles Goodall, Trustees of the Bessie Goodall Revocable Trust, Tybie Davis Satin, Trustee of the Tybie Davis Satin Revocable Trust, Yetra Goldberg and Zelda Dick (hereinafter collectively referred to as "Defendants"), and the Disclaimer of the Defendant, State of Oklahoma, ex rel. Oklahoma Tax Commission, both documents having been filed with the Court, the Court finds as follows:

1. That just compensation for the subordinated estate acquired by Plaintiff, United States of America, as set forth in the Declaration of Taking, is \$116,445.00, inclusive of well pluggings costs, interest, costs and fees;

2. That at the time of the filing of the Declaration of Taking in this cause, Defendants were the owners of a mineral leasehold located in Osage County, Oklahoma, a portion of which is more particularly described in the Declaration of Taking previously mentioned;

3. That said Declaration of Taking included the above mentioned parcel of land, subject to the exceptions noted therein, and the sum of \$22,646.00 was deposited in the registry of the Court as compensation for the taking thereof;

4. That Defendants previously received said deposit pursuant to the Court's Order of February 20, 1986, and that said Defendants are entitled to receive the additional sum of \$93,799.00 for a total amount of \$116,445.00, except for any sums deducted therefrom for payment and satisfaction of all taxes, assessments, liens and encumbrances against the property, if any, and it is by the Court hereby

ORDERED that Plaintiff shall deposit with the Clerk of this Court the sum of \$93,799.00 for payment to the Defendants and Rosenstein, Fist & Ringold, in order that all taxes, assessments, liens and encumbrances against the property on the date of taking shall be paid, satisfied and discharged out of the total proceeds of \$116,445.00.

United States District Court) ss
Northern District of Oklahoma)

I hereby certify that the foregoing is a true copy of the original on file in this Court.

Jack C. Silver, Clerk

By W. B. Bailey

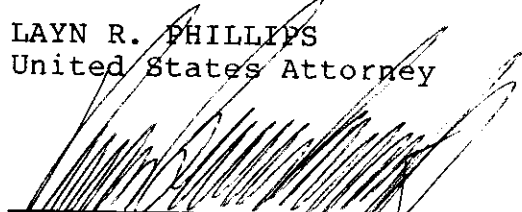
Deputy

S/ JAMES O. ELLISON
JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney



PETER BERNHARDT
Assistant United States Attorney

DONALD F. ROSENDORF
Attorney, Land Acquisition Section
Land and Natural Resources Division
U.S. Department of Justice

Attorneys for Plaintiff

ROSENSTEIN, FIST & RINGOLD



J. DOUGLAS MANN

Attorneys for Defendants,
Charles Goodall and Bessie Goodall,
Trustees of the Charles Goodall
Revocable Trust, Jack H. Satin,
Trustee of the Jack H. Satin
Revocable Trust, Bessie Goodall
and Charles Goodall, Trustees of
the Bessie Goodall Revocable Trust,
Tybie Davis Satin, Trustee of
the Tybie Davis Satin Revocable
Trust, Yetra Goldberg and Zelda Dick

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

AUG 18 1986

QUAKER LIFE INSURANCE COMPANY,)
)
Plaintiff,)
)
vs.)
)
NATIONAL CREDIT UNION)
ADMINISTRATION,)
)
Defendant.)

S.D. DISTRICT

Case No. 84-C-762-C

JOINT STIPULATION OF DISMISSAL

COME NOW the parties, by and through their undersigned counsel of record, and hereby jointly stipulate and agree that Plaintiff's Petition and all causes of action contained therein are dismissed with prejudice, with each party to bear its own attorney fees and costs.

UNITED STATES OF AMERICA

By Nancy Neshitt Blevins
Nancy Neshitt Blevins
Assistant United States Attorney
3600 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

MCCORMICK, ANDREW & CLARK
A Professional Corporation

By Stephen L. Andrew
Stephen L. Andrew
Suite 100, Tulsa, Union Depot
111 East First Street
Tulsa, Oklahoma 74103
(918) 583-1111

ATTORNEYS FOR DEFENDANT,
QUAKER LIFE INSURANCE COMPANY

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 18 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

ROSE MARIE STARRETT,

Plaintiff,

v.

ROBERT E. WADLEY, et al.,

Defendants.

No. 84-C-695-B

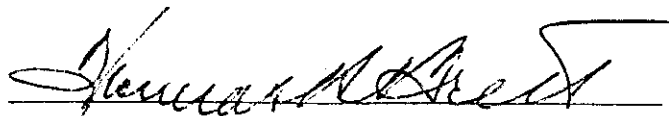
AMENDED JUDGMENT

In accordance with the Order entered on June 23, 1986,

IT IS HEREBY ORDERED AND ADJUDGED,

that the Plaintiff, Rose Marie Starrett, is to recover of the Defendants, Robert E. Wadley and the Board of County Commissioners of Creek County, Oklahoma, the sum of \$84,004.00 for attorney fees with interest thereon at the rate of 6.18 percent per annum from the date herein, and \$2,391.00 for expenses.

DATED this 18th day of August, 1986.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SHELTER INSURANCE COMPANIES,)
a foreign corporation,)

Plaintiff,)

vs.)

LARRY and JUDY LEECE,)
et al.,)

Defendants.)

No. 85-C-1014-E

O R D E R

Now on this 14th day of August, 1986, for good cause shown, the Motion To Dismiss filed by the plaintiff, Shelter Insurance Companies, is found to be for good cause and is hereby sustained.

It is therefore ordered, adjudged and decreed that plaintiff's cause of action against all defendants, is dismissed, without prejudice, to its right of refiling the same.

S/ JAMES O. ELLISON

JUDGE OF THE DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FRED RAYMOND HEAD,

Plaintiff,

vs.

CITY OF BRISTOW, a Municipal
Corporation; and MIKE NEWELL,

Defendants.

)
)
)
)
)
)
)
)
)
)

No. 85-C-564-E

ORDER OF DISMISSAL

On this 15th day of August, 1986, upon the written application of the Plaintiff, Fred Raymond Head, and the Defendants, City of Bristow and Mike Newell, for a Dismissal with Prejudice of the Complaint of Head v. City of Bristow and Newell, and all causes of action therein, the Court having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to Dismiss said Complaint with prejudice to any future action. The Court being fully advised in the premises finds said settlement is to the best interest of said Plaintiff.

THE COURT FURTHER FINDS that said Complaint in Head v. City of Bristow and Newell, should be dismissed pursuant to said Application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the Plaintiff, Fred Raymond Head, against the Defendants, City of Bristow and Mike Newell, be and the same hereby are dismissed with prejudice to any future action.

S/ JAMES O. ELLISON

JUDGE OF THE UNITED STATES DISTRICT
COURT, NORTHERN DISTRICT OF OKLAHOMA

APPROVALS:

THOMAS E. SALISBURY

Thomas E. Salisbury
Attorney for the Plaintiff

JOHN HOWARD LIEBER

John H. Lieber
Attorney for the Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JERRY ALLEN TAYLOR,

Plaintiff,

v.

T K INTERNATIONAL, INC.,
ET AL.

Defendants.

AUG 15 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

Case No. 83-C-387-C

JUDGMENT

This cause having come before the Court for jury trial on July 24, 1986 on the issue of damages recoverable by T K International, Inc. for certain acts of malicious prosecution, abuse of process and defamation for which the jury previously had found Jerry Allen Taylor liable, and the jury having heard the evidence and having been duly instructed in the law, and the jury having thereafter rendered its verdict in favor of T K International, Inc. and against Jerry Allen Taylor in the amount of \$15,633.00 in actual damages and \$46,899.00 in punitive damages, it is, therefore,

ORDERED, ADJUDGED AND DECREED that judgment be entered in favor of T K International, Inc. and against Jerry Allen Taylor in the amount of \$15,633.00 in actual damages and \$46,899.00 in punitive damages, together with an award of all taxable costs upon proper application therefor.

So Ordered this 14 day of aug, 1986.


United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

TOMMY RAY UNDERWOOD,

Plaintiff,

vs.

Case No. CIV-86-C-689-B

FARMERS INSURANCE EXCHANGE,
TRUCK INSURANCE EXCHANGE,
FIRE INSURANCE EXCHANGE,
MID-CENTURY INSURANCE COMPANY,
FARMERS NEW WORLD LIFE INSUR-
ANCE COMPANY, FARMERS INSUR-
COMPANY, and RAY RICHARDSON,
RANDY POWERS and DON DeWOLFE,
as individuals,

Defendants.

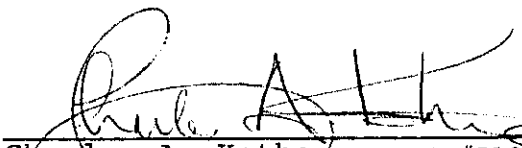
FILED

AUG 15 1986

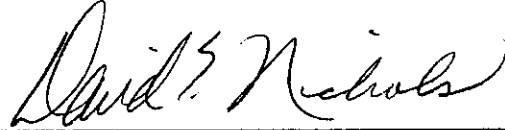
**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the plaintiff and defendants above named and hereby enter into this stipulation of dismissal with prejudice of the above entitled and numbered cause pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure. This stipulation is signed on behalf of all parties who have appeared in the action.


Charles A. Kothe, OBA #5104
4180 Oak Road
Tulsa, Oklahoma 74105
(918) 741-1164

Attorney for Plaintiff



David E. Nichols,
LYTLE, SOULE, CURLEE, HARRINGTON,
CHANDLER & VAN DYKE
2210 First National Center
Oklahoma City, Oklahoma 73102
(405) 235-7471

Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 15 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

JERRY BEEL

Plaintiff(s),

vs.

No. 85-C-1119-C

BLUE CIRCLE, INC.

Defendant(s).

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore, it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this Judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 15 day of aug, 1986.


UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 15 1986

PATRICIA SUE DYER,

Plaintiff,

v.

CONTINENTAL CASUALTY COMPANY,

Defendant.

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

Case No. 83-C-555-C

ORDER OF DISMISSAL WITH PREJUDICE

Upon the Application of the Plaintiff, the Court hereby orders that this action be, and the same hereby is Dismissed with Prejudice to its refiling.

IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE

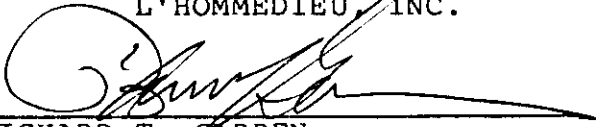
5948j

CERTIFICATE OF MAILING

Richard T. Garren does certify a true and correct copy of the above and foregoing pleading was mailed this 12 day of August, 1986, with postahge thereon properly prepaid to:

McKinney, Stringer & Webster
Attonreys at Law
City Center Building
Main and Broadway
Oklahoma City, Ok 73102
ATTORNEYS FOR DEFENDANT,
CONTINENTAL CASUALTY COMPANY

Best, Sharp, Thomas, Glass
& Atkinson
Attorneys at Law
507 So. Main
Tulsa, Ok 74103
ATTORNEYS FOR DEFENDANT,
HESS, EGAN, HAGERTY AND
L'HOMMEDIEU, INC.


RICHARD T. GARREN

Entre C

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 15 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

TERESSA SEVCIK, MERELE "KIT"
McMULLAN and SYLVIA SLOAN,

Plaintiffs,

v.

No. 84-C-554-B

TULSA EXCELSIOR HOTEL, TRUSTHOUSE
FORTE HOTELS, INC., and TRUST-
HOUSE FORTE MANAGEMENT COMPANY,
INC.,

Defendants.

J U D G M E N T

In keeping with the Court's Findings of Fact and Conclusions of Law regarding the plaintiff Teressa Sevcik's motion for taxation of attorney fees, IT IS HEREBY ORDERED that judgment be entered in favor of Teressa Sevcik and against the defendants, Tulsa Excelsior Hotel, Trusthouse Forte Hotels, Inc., and Trusthouse Forte Management Company, Inc., in the amount of Four Thousand Five Hundred Dollars (\$4,500.00), as and for a reasonable attorney fee, and interest at the rate of 6.18% per annum is awarded thereon.

DATED this 15th day of August, 1986.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 15 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

TERESSA SEVCIK, MERELE "KIT"
McMULLAN and SYLVIA SLOAN,

Plaintiffs,

v.

No. 84-C-554-B ✓

TULSA EXCELSIOR HOTEL,
TRUSTHOUSE FORTE HOTELS, INC.,
and TRUSTHOUSE FORTE MANAGEMENT
COMPANY, INC.,

Defendants.

FINDINGS OF FACT AND CONCLUSIONS
OF LAW RE ATTORNEY FEE CLAIM OF
PLAINTIFF SEVICK

Plaintiff Sevcik's Motion to Tax Attorney Fees and Costs and Amended Application for Attorney Fees came on for hearing before the Court on July 18, 1986. After considering the evidence presented, arguments of counsel, and the applicable legal authority, the Court enters the following Findings of Fact and Conclusions of Law concerning the plaintiff Sevcik's Motion to Tax Attorney Fees:

FINDINGS OF FACT

1. Plaintiff, Teressa Sevcik, was one of three plaintiffs who brought suit against the defendants for alleged sex discrimination in employment, pursuant to Title VII of the 1964 Civil Right Act, as amended, 42 U.S.C. §2000e, et seq.

2. At trial, plaintiff Sevcik argued three theories of recovery:

- (a) denial of equal pay;
- (b) denial of promotion; and
- (c) constructive discharge.

She sought money damages in the amount of \$24,650.34. Collectively, the three plaintiffs sought \$97,723.34.

3. In addition to monetary damages, the plaintiff sought:

- (a) an injunction prohibiting the defendants from engaging in sexually discriminatory policies and practices;
- (b) an Order forcing the institution to revise its employment practices; and
- (c) an Order certifying the action as a class action.

4. On February 5, 1986, the Court entered its Findings of Fact and Conclusions of Law and Judgment. Therein the Court held that the plaintiff Sevcik prevailed on one of her three claims and that plaintiffs McMullan and Sloan were denied recovery on their respective claims. Sevcik was awarded the sum of \$214.20 and damages under her failure to promote claim. The injunctive relief sought by all plaintiffs was denied.

5. On June 27, 1986, plaintiffs Sevcik, McMullan and Sloan filed their amendment to application to tax costs and attorney fees reflecting 159.25 hours of services and attorney fees totaling \$13,396.50. The parties have agreed the hourly rate provided for each lawyer providing the services is reasonable. The basic dispute centers in what is a reasonable attorney fee in view of the limited recovery of the plaintiff Sevcik. The plaintiffs McMullan and Sloan were not prevailing parties herein.

6. The amended itemization of services rendered contains numerous notations regarding time spent conducting research, conferences, telephone conversations, and reviewing and correspondence for which no specific subject matter is specified. The application also itemizes time for clerical tasks such as stapling cases, locating books, copying cases, travel and filing documents with the court, billed at the attorney's regular hourly rate. The itemization also includes time spent concerning services rendered the plaintiffs Sloan and/or McMullan.

7. The Court concludes a reasonable attorney fee herein for and on behalf of the plaintiff Sevcik, when the particularly relevant factors of relief sought and the results obtained are considered, is the sum of \$4,500.00.

CONCLUSIONS OF LAW

1. 42 U.S.C. §2000e-5(k) provides that a reasonable attorney fee may be awarded to the prevailing party in an action brought pursuant to Title VII. In awarding attorney fees the Court is to exercise its discretion in a manner that effectuates the statutory purposes. Ablemarle Paper Co. v. Moody, 422 U.S. 405, 415-17 (1975).

The awards of attorney fees for plaintiffs prevailing in Title VII cases are intended to "(1) to encourage workers to litigate meritorious cases of employment discrimination, (2) to attract to plaintiffs cases attorneys of the same caliber as those available to defendants, and (3) to deter future violations." Newman v. Piggypark Enterprises, 390 U.S. 400

(1968); Lea v. Cone Mills Corp., 438 F.2d 86 (4th Cir. 1971); Williams v. General Foods Corp., 492 F.2d 399, 408 (7th Cir. 1974); Johnson v. Georgia Highway Express, Inc., 488 F.2d 714 (5th Cir. 1974); and United States v. N.L. Industries, 479 F.2d 354, 379 (8th Cir. 1973).

2. Guidelines for the award of attorney fees by trial courts are set forth in Hensley v. Eckerhart, 461 U.S. 424, 76 L.Ed.2d 40 (1983), and Ramos v. Lamm, 713 F.2d 546 (10th Cir. 1983). Significant factors in determining the award of attorney fees after establishing the total time expended in providing services are consideration of the relief sought and the results obtained. Hensley v. Eckerhart, supra, at 436. In Hensley v. Eckerhart, the court stated:

"If, . . . a plaintiff has achieved only partial or limited success, the product of hours reasonably expended on the litigation as a whole times a reasonable hourly rate may be an excessive amount. This will be true even where the plaintiff's claims were interrelated, non-frivolous, and raised in good faith. Congress has not authorized an award of fees whenever it was reasonable for a plaintiff to bring a lawsuit or whenever conscientious counsel tried the case with devotion and skill. Again, the most critical factor is the degree of success obtained."

Hensley at 436.

When the limited success of plaintiff Sevcik is considered, the total hours expended on the litigation when multiplied by a reasonable hourly rate yield an excessive amount of attorney fees. Hensley at 436.

When the attorney fee relief sought by plaintiff Sevcik is considered in light of the results achieved, the Court concludes

the attorney fee request in the amount of \$13,396.50, is excessive and not reasonable. When all relevant factors are considered, the Court concludes a reasonable attorney fee is the sum of \$4,500.00. A Judgment in favor of the plaintiff Sevcik and against the defendants will be entered contemporaneous with the filing of these Findings of Fact and Conclusions of Law.

DATED this 15 day of August, 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

AUG 14 1986

JAMES C. SILVER, CLERK
U.S. DISTRICT COURT

BANK OF COMMERCE & TRUST CO.

Plaintiff(s),

vs.

No. 84-C-933-C

ROBERT K. ADAMS, et al

Defendant(s).

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore, it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this Judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 13 day of August, 1986.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE
H. DALE COOK

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA
CLERK'S OFFICE
UNITED STATES COURT HOUSE
TULSA, OKLAHOMA 74103

JACK C. SILVER
CLERK

(918) 581-7796
(FTE) 736-7796

August 14, 1986

TO: COUNSEL/PARTIES OF RECORD

RE: Case # ⁸²~~83~~-C-1188 - C ✓
Trinity Broadcasting Corp. vs. Reece Morrel, Donald
Herrold and J. Charles Shelton.

This is to advise you that Chief Judge H. Dale Cook entered the following Minute Order this date in the above case:

On April 25, 1986 this Court entered its Order sustaining defendants Morrel, Herrold, and Shelton's motion for summary judgment and entered Judgment in their favor. Pursuant to Rule 54(b) F.R.Cv.P. the Court finds that there is no just reason for delay and the Court determines that the Judgment entered on April 25, 1986 in favor of defendants Morrel, Herrold, and Shelton and against Trinity Broadcasting Corp. is a final judgment.

Very truly yours,

JACK C. SILVER, CLERK

By:

P. J. [Signature]
Deputy Clerk

Entered

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

AUG 14 1986

F. W. BLACK and SHIRLEY BLACK,
Husband and Wife,

Plaintiffs,

vs.

BURTON CAVE, an individual; and
JAMES F. BARNETT, an individual,

Defendants.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

Case No. 86-C-524-B

DISMISSAL WITHOUT PREJUDICE

The fourth claim for relief set forth in the Complaint of the plaintiffs which is based on a violation of the provisions of 18 U.S.C.A. Section 1962(a) and 18 U.S.C.A. Section 1962(c) is hereby dismissed without prejudice to the refiling of said claim at a later date.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

1986 14 1336

LINDA WALKER

Plaintiff(s),

vs.

No. 84-C-955-C

STATE OF OKLAHOMA, et al

Defendant(s).

JOHN J. HAYEN, CLERK
U.S. DISTRICT COURT

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore, it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this Judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 13 day of August, 19 86.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE
H. DALE COOK

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 14 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

JAMES NAUM,

Petitioner,

v.

JOHN BROWN, et al,

Respondents.

85-C-320-C


ORDER

The Court has for consideration the Findings and Recommendations of the Magistrate filed on July 21, 1986 in which the Magistrate recommends that the Petition for Writ of Habeas Corpus be dismissed. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues presented by the Petition for Writ of Habeas Corpus, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed and adopted as the Findings and Conclusions of this Court.

It is therefore Ordered that the Petition for Writ of Habeas Corpus is hereby dismissed.

It is so Ordered this 14 day of August, 1986.


H. DALE COOK, CHIEF
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

AUG 14 1986

CLERK
U.S. DISTRICT COURT

N-REN CORPORATION

Plaintiff(s),

vs.

No. 85-C-664-C

TULOMA, INC.

Defendant(s).

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore, it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this Judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 13 day of August, 1986.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE
H. DALE COOK

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 14 1986

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ROBERT M. KAYE, an individual;
and PLANNED RESIDENTIAL
COMMUNITIES MANAGEMENT CO.
OF OKLAHOMA, INC.,

Plaintiffs.

v.

JOHN W. MACY, JR., Director of
the Federal Emergency Management
Agency; and SILBERMAN-BRAUN
INSURANCE ASSOCIATES, a
Corporation,

Defendants.

Case No. 85-C-447-B

ORDER OF PARTIAL DISMISSAL WITH PREJUDICE

NOW ON this 14 day of August, 1986, comes on to be heard before the Court the Stipulation of Dismissal With Prejudice of the claims between Plaintiffs and Defendant Silberman-Braun Insurance Associates, Inc., only. The Court, being well advised in the premises, finds that the claims between Plaintiffs and Defendant Silberman-Braun Associates, Inc., should be and hereby are Dismissed With Prejudice, but that the claims of the Plaintiff against John W. Macy, Jr., Director of the Federal Emergency Management Agency shall remain and proceed accordingly.

S/ THOMAS R. BRETT

The Honorable Thomas R. Brett

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

AUG 14 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

HELEN MILLS, Administratrix of)
the Estate of Louis L. Dewey)
and Maggie M. Dewey, Deceased,)

Plaintiff,)

v.)

MICHAEL CURTIS GEIGER, BILL L.)
VINSON d/b/a VINSON CONSTRUCTION)
COMPANY, MILNOT CO., VANGUARD)
MILK PRODUCERS COOP OF MISSOURI,)
BOB VINSON, DAN VINSON, JR.,)
and PAT VINSON,)

Defendants.)

Case No. 85-C-678-B ✓

O R D E R

This matter comes before the Court on the Motion to Amend Judgment of Vanguard Milk Producers Coop of Missouri. For the reasons set forth below, the Motion is granted in part, denied in part.

This matter arises out of a cross-claim by Vanguard Milk Producers Coop ("Vanguard") against Vinson Construction Company and other Defendants for indemnification on the primary action herein. After Vanguard was dismissed from the action by Plaintiff, Vanguard filed a Motion for Summary Judgment on March 6, 1986, seeking reimbursement for attorney fees and costs expended in defending the primary action. In the Motion for Summary Judgment, Vanguard contended that a contractual indemnification relationship existed between Vanguard and Vinson Construction Co. and other Cross-Defendants at the time of the accident which was the basis of the primary action. In its response to the Motion for Summary Judgment,

Vinson Construction contend that Bobby Dale Vinson, who signed the contract with Vanguard, did not sign in a representative capacity, and, therefore, was the only party bound by the contract.

On June 26, 1986, this Court entered an Order sustaining Vanguard's Motion for Summary Judgment. However, Judgment was entered only against Bobby Dale Vinson on the theory that it had not been proven that Bobby Vinson signed the contract as an authorized representative of Vinson Construction Co. However, in reviewing a portion of the transcript of the March 27, 1986, hearing on Vanguard's Motion for Summary Judgment, the Court finds that counsel for Vinson Construction conceded that Bobby Vinson signed the contract on behalf of Vinson Construction Co. Therefore, the Court finds that the Motion to Amend Judgment should be sustained, and Judgment entered against Bill Vinson d/b/a Vinson Construction Co., Bob Vinson, Dan Vinson, Bill L. Vinson, Jr., and Pat Vinson. The Motion to Amend Judgment is denied with respect to Michael Curtis Geiger. Defendant Geiger was an employee of Vinson Construction Co., and as such cannot be held liable upon the contractual indemnification provision entered into on behalf of Vinson Construction Co.

IT IS SO ORDERED, this 14th day of Aug., 1986.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

AUG 14 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

HELEN MILLS, Administratrix of)
the Estate of Louis L. Dewey)
and Maggie M. Dewey, Deceased,)
Plaintiff,)

Case No. 85-C-678-B ✓

v.)

MICHAEL CURTIS GEIGER, BILL L.)
VINSON d/b/a VINSON CONSTRUCTION)
COMPANY, MILNOT CO., VANGUARD)
MILK PRODUCERS COOP OF MISSOURI,)
BOB VINSON, DAN VINSON, JR.,)
and PAT VINSON,)

Defendants.)

AMENDED JUDGMENT

In keeping with the Court's Order entered this date, IT IS HEREBY ORDERED AND ADJUDGED that judgment is entered in favor of Cross-claim Plaintiff, Vanguard Milk Producers Coop of Missouri, and against Defendants, Bill L. Vinson d/b/a Vinson Construction Company, Bob Vinson, Dan Vinson, Bill L. Vinson Jr. and Pat Vinson, for the expenses incurred in the defense of this action. Vanguard shall, within ten days of the date herein, file appropriate affidavits and supporting documentation for its claimed attorney fees and costs. This matter is set for evidentiary hearing on 9-2-86, 1986, at 8:30 a.m.

DATED this 14 day of Aug, 1986.

Thomas R. Brett
THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OKLAHOMA

CLERK'S OFFICE

UNITED STATES COURT HOUSE

TULSA, OKLAHOMA 74103

August 13, 1986

JACK C. SILVER
CLERK

(918) 581-7786
(FTS) 736-7786

TO: COUNSEL/PARTIES OF RECORD

RE: Case # 86-C-593
Shearson Lehman v. Investment Realty Service et al.

This is to advise you that Chief Judge H. Dale Cook entered the following Minute Order this date in the above case:

Now before the Court are the motions of defendants Livingston & Randle, John J. Livingston, Debbie Engles, and Lee A. Snapp to dismiss, said motions filed herein on July 29, 1986. Plaintiff has failed to respond to said motions and as such confesses them pursuant to Local Rule 14(a). It is therefore ordered that the motions to dismiss are hereby granted.

Very truly yours,

JACK C. SILVER, CLERK

By:

Anita Mancini
Deputy Clerk

Entered

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

DANIELLE M. WEGMAN by her next
best friend, NICOLA TUCKER,

Plaintiffs,

vs.

No. 85-C-1145B

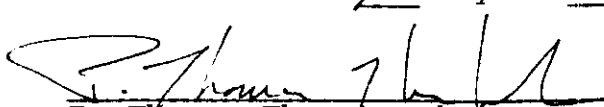
LOCUST GROVE INDEPENDENT SCHOOL
DISTRICT NUMBER I-17, of Mayes
County, Oklahoma; JOE BALLARD,
individually and in his official
capacity as High School Principal
of Locust Grove High School; JIM
CHRISTY, in his official capacity
as member of the Board of
Education; DAVID BYNUM, in his
official capacity as member of
the Board of Education; GERALD
GREGORY, in his official capacity
as member of the Board of
Education; JOHN HOLMAN, in his
official capacity as member of
the Board of Education; and MAYES
KEY, in his official capacity as
member of the Board of Education,

Defendants.

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

The plaintiffs, Danielle M. Wegman and Nicola Tucker, and the defendants, Locust Grove Independent School District Number I-17, of Mayes County, Oklahoma, Joe Ballard, Jim Christy, David Bynum, Gerald Gregory, John Holman and Mayes Key, advise the court that a settlement agreement between the parties has been executed. Pursuant to Rule 41(a)(1)(ii), Fed. R. Civ. P., the parties jointly stipulate that the plaintiff's action against the defendants, be dismissed with prejudice.

Dated this 5th day of August, 1986.


P. Thomas Thornbrugh
1722 S. Boston
Tulsa, OK 74119


Plaintiff, Danielle M. Wegman


Plaintiff, Nicola Tucker


John G. Moyer, Jr.
Mark S. Rains

ROSENSTEIN, FIST & RINGOLD
525 South Main, Suite 300
Tulsa, OK 74103
(918) 585-9211

Attorneys for Defendants,
Independent School District
Number 17, of Mayes County,
Oklahoma; Joe Ballard, Jim
Christy, David Bynum, Gerald
Gregory, John Holman and Mayes
Key

FILED

United States District Court

AUG 13 1986

NORTHERN

OKLAHOMA

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

DISTRICT OF

STRATA/QUEST,

Plaintiff,

JUDGMENT IN A CIVIL CASE

V.

CLYDE JACOBS, d/b/a
JACOBS SUPPLY COMPANY; and
HAWKEYE PIPE SERVICES, INC.

CASE NUMBER: 84-C-691-C

Defendants.

- ☒ Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.
- ☐ Decision by Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED

1. As to plaintiff's claim against defendant Clyde Jacobs d/b/a Jacobs Supply Company and defendant Hawkeye Pipe Services, Inc. under the theory of breach of express warranty, judgment is rendered in favor of defendants pursuant to the verdict recorded on verdict forms 1 and 1-A together with their costs and attorneys fees attributable to this count of plaintiff's claim.
2. As to plaintiff's claim against defendant Clyde Jacobs d/b/a Jacobs Supply Company under the theory of breach of the implied warranty of merchantability, judgment is rendered in favor of defendant pursuant to the verdict recorded on verdict form 2 together with their costs and attorneys fees attributable to this count of plaintiff's claim.
- 3. As to plaintiff's claim against defendant Hawkeye Pipe Services, Inc. under the theory of breach of the implied warranty of merchantability, judgment is rendered in favor of plaintiff in the amount of \$8,130.00 for actual damages sustained by the plaintiff pursuant to the verdicts recorded on verdict forms 2-A and 4 together with their costs and attorneys fees attributable to this count of plaintiff's claim.
4. As to plaintiff's claim against defendant Clyde Jacobs d/b/a Jacobs Supply Company and defendant Hawkeye Pipe Services, Inc., under the theory of negligence, judgment is rendered in favor of defendants pursuant to the verdicts recorded on verdict forms 3 and 3-A together with their costs attributable to this count of plaintiff's claim.
- 5. As to defendant Clyde Jacobs d/b/a Jacobs Supply Company's counterclaim against plaintiff, judgment is rendered in favor of defendant Jacobs in the amount of \$16,258.95 pursuant to the verdict recorded on verdict form 6 together with their costs and attorneys fees attributable to this count of plaintiff's claim.

August 13, 1986
Date

Jack C. Silver, Clerk

Clerk

Rosanne J. Miller
(By) Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

INTERSOUTH SPORTS MANAGEMENT CORP.,)
an Oklahoma Corporation,)
and LARRY T. JOHNSON, an)
Individual)

Plaintiffs,)

vs.)

GEORGE "BUSTER" RHYMES,)

Defendant.)

Case No. 86-C-2E

ORDER

Upon stipulation of the parties and for good cause shown, plaintiff's cause of action against the defendant is hereby dismissed with prejudice to the refiling of such actions, each party to bear his own costs.

IT IS SO ORDERED this 12th day of August, 1986.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

AUG 12 1986

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

RICHARD ALLEN HAMPTON,
Plaintiff,
vs.
HARRY W. STEGE, Chief of
Police; TULSA WRECKER
OWNERS ASSOCIATES, INC.;
DETECTIVE SAM COX;
DETECTIVE NELSON;
CITY OF TULSA,
a municipal corporation,
Defendants.

No. 84-C-890-C ✓

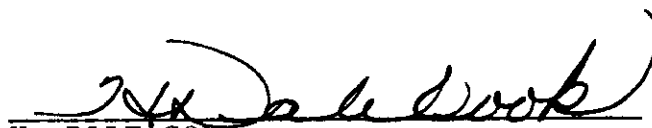
O R D E R

The Court has for consideration the Findings and Recommendations of the Magistrate filed on June 3, 1986 in which the Magistrate recommends that plaintiff's action against the City of Tulsa be dismissed for failure to state a claim upon which relief may be granted. No specific exceptions or objections supported by a brief have been filed, and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed and adopted by the Court.

It is therefore Ordered that plaintiff's action against the City of Tulsa be and hereby is dismissed for failure to state a claim upon which relief may be granted.

IT IS SO ORDERED this 12th day of August, 1986.


H. DALE COOK
Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

410 1 1986

CORAELLA C. BROWN,

Plaintiff,

vs.

WILLIAM J. BRANNON and
HOLIDAY INN, INC.,

Defendants.

No. 86-C-313-C

J U D G M E N T

This matter came on before the Court for determination of defendant Holiday Inn, Inc.'s motion for summary judgment and the issues having been duly considered and a decision having been rendered in accordance with the Order filed simultaneously herein,

It is Ordered and Adjudged that plaintiff take nothing as against defendant Holiday Inn, Inc., and that the action be dismissed on the merits as to defendant Holiday Inn, Inc. Parties are to bear their own costs and attorney fees.

IT IS SO ORDERED this 11th day of August, 1986.


H. DALE COOK

Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

AUG 12 1986
JACK J. SILVER, CLERK
U.S. DISTRICT COURT

GARY RUNNER and GERRI RUNNER,
husband and wife,

Plaintiffs,

vs.

No. 86-C-574-E

JAMES PERRY VANDERPOOL, JR.,
and BARBARA SUE VANDERPOOL,
husband and wife; JOHN RAGAN,
an Individual, and RIVERSIDE
REALTY, INC., an Oklahoma
Corporation,

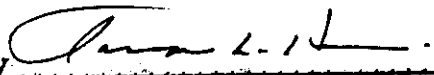
Defendants.

NOTICE OF DISMISSAL WITH PREJUDICE

COMES NOW the undersigned attorney of record for the Plaintiffs and pursuant to F.R.C.P. 41(a) shows this Court that no answer has been served upon Plaintiffs by any of the named Defendants herein. Notice is hereby given that the Plaintiffs dismiss all causes of action against each of the named Defendants herein, with prejudice.

JOSEPH L. HULL, P.C.

By


JOSEPH L. HULL, III OBA #4477
1717 South Cheyenne
Tulsa, Oklahoma 74119
(918) 582-8252

ATTORNEY FOR PLAINTIFFS

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 12 1986

JAMES O. ELLISON, Clerk
U. S. DISTRICT COURT

No. 86-C-279-E

TIGER TRUCKS, INC.,

Plaintiff,

v.

ADOLPHUS CORPORATION/BIG BEAR,

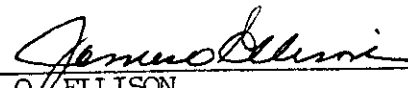
Defendant.

ORDER

The Court has for its consideration the question of whether venue in this matter is properly laid in the Northern District of Oklahoma. On July 22, 1986 the Court ordered the parties to brief this issue. On August 1, 1986 the Plaintiff filed a brief indictating that the cause of action arose in the Eastern District of Oklahoma, and that the Defendant did business in the Eastern District of Oklahoma. The Court also notes that this action was removed from the District Court of Seminole County. The Defendant has filed no brief in response to the Court's Order of July 22, 1986, and the Court therefore finds that it has waived any objection to transfer of the action for lack of venue.

It is therefore Ordered that this action be transferred to the United States District Court for the Eastern District of Oklahoma.

It is so Ordered this 12th day of August, 1986.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

WILLIAM C. YISER,

Plaintiff,

v.

CLOW CORPORATION,

Defendant.

No. 86-C-228-E

AUG 12 1986

Jack C. Sullivan, Clerk
U. S. DISTRICT COURT

ORDER

The Court has for its consideration the question of whether venue in this matter is properly laid in the Northern District of Oklahoma. On July 22, 1986, the Court ordered the parties to brief this issue. On August 1, 1986, the Plaintiff filed a Motion for Change of Venue, asking the Court to transfer this action to the United States District Court for the Western District of Oklahoma for the reason that the cause of action arose there. The Defendant has filed no brief in response to the Court's Order of July 22, 1986, and the Court therefore finds that it has waived any objection to transfer of the action.

It is therefore Ordered that Plaintiff's Motion for Change of Venue be granted, and that this action be transferred to the United States District Court for the Western District of Oklahoma.

It is so Ordered this 12th day of August, 1986.


JAMES C. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JERRY TAYLOR,
Plaintiff,
v.
CLOW CORPORATION,
Defendant.

No. 86-C-227-E

FILED

AUG 12 1986


JAMES C. ELLISON, Clerk
U. S. DISTRICT COURT

ORDER

The Court has for its consideration the question of whether venue in this matter is properly laid in the Northern District of Oklahoma. On July 22, 1986, the Court ordered the parties to brief this issue. On August 1, 1986, the Plaintiff filed a Motion for Change of Venue, asking the Court to transfer this action to the United States District Court for the Western District of Oklahoma for the reason that the cause of action arose there. The Defendant has filed no brief in response to the Court's Order of July 22, 1986, and the Court therefore finds that it has waived any objection to transfer of the action.

It is therefore Ordered that Plaintiff's Motion for Change of Venue be granted, and that this action be transferred to the United States District Court for the Western District of Oklahoma.

It is so Ordered this 12th day of August, 1986.


JAMES C. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
AUG 11 1986

TEALE & COMPANY, an Oklahoma
corporation,

Plaintiff,

vs.

HAROLD WHEAT BAILEY,

Defendant.

)
)
)
)
)
)
)
)
)
)

No. 86-C-252-E

U.S. DISTRICT COURT

J U D G M E N T

In this action the Defendant, Harold Wheat Bailey, having been regularly served with the Summons and Complaint, and having failed to plead or otherwise defend, the legal time for pleading or otherwise defending having expired and the default of the said Defendant, Harold Wheat Bailey, in the premises having been duly entered according to law; upon the application of said Plaintiff, judgment is hereby entered against said Defendant in pursuance of the prayer of said Complaint.

Wherefore, by virtue of the law and by reason of the premises aforesaid,

IT IS ORDERED, ADJUDGED AND DECREED that judgment be entered by Plaintiff and against Defendant in the amount of \$14,664.61, together with interest thereon at the legal rate of

interest, for and after March 1, 1986, together with the award of all costs incurred in this action to be determined upon application of Plaintiff.

Judgment rendered this 8th day of August, 1986.

S/ JAMES O. ELLISON

JUDGE OF THE DISTRICT COURT

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 11 1986

A. L. THOMPSON and JOANNA
THOMPSON, Husband and Wife,

Plaintiffs,

vs.

FORD MOTOR CREDIT COMPANY,

Defendants.

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 86-C-201C

ORDER

Now on this 11 day of August, 1986, the Court finds that the above styled and captioned action should be dismissed with prejudice pursuant to the stipulation for dismissal filed by the parties.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above styled and captioned action be dismissed with prejudice.

s/H. DALE COOK

Hon. H. Dale Cook
Judge of the District Court

FILED

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA
U.S. DISTRICT COURT

In Re:

VERNON GIBSON, JR.,

Debtor,

FIRST BANK AND TRUST COMPANY,

Plaintiff,

-vs-

VERNON GIBSON, JR.,

Defendant.

Case No. 81-00326

Adversary Case No. 81-0187

FILED

NOV 19 1981

WARREN L. McCONNICO, CLERK
U. S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

J U D G M E N T

This matter came on for hearing before me and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED, that the above named Plaintiff, is awarded its debt owed by Vernon Gibson, Jr., non-dischargeable in the sum of \$38,137.25 plus interest at the rate of ten (10) percent per annum, and a reasonable attorney's fee in the sum of \$1,000.00; that the balance of Plaintiff's debt, \$25,000.00, the same constituting punitive damages, is hereby determined dischargeable.

Entered: November 19, 1981.

William E. [Signature]
United States Bankruptcy Judge

United States Bankruptcy Court 1
1 35

Northern District of Oklahoma 1

HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL ON FILE.

Ann Randol [Signature]
Clerk - Deputy Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JACK B. STEVENSON
U.S. DISTRICT COURT

In Re:

VERNON GIBSON, JR.,

Debtor,

FIRST BANK AND TRUST COMPANY,

Plaintiff,

-vs-

VERNON GIBSON, JR.,

Defendant.

Case No. 81-00326

Adversary Case No. 81-0187

FILED

NOV 19 1981

WARREN L. McCONNICO, CLERK
U. S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

J U D G M E N T

This matter came on for hearing before me and the issues having been duly heard and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED, that the above named Plaintiff, is awarded its debt owed by Vernon Gibson, Jr., non-dischargeable in the sum of \$38,137.25 plus interest at the rate of ten (10) percent per annum, and a reasonable attorney's fee in the sum of \$1,000.00; that the balance of Plaintiff's debt, \$25,000.00, the same constituting punitive damages, is hereby determined dischargeable.

Entered: November 19, 1981.

William E. [Signature]
United States Bankruptcy Judge

United States Bankruptcy Court
Northern District of Oklahoma

HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL ON FILE.

Ann R. [Signature]
Clerk - Deputy Clerk

FRED W. WOODSON
& ASSOCIATES, INC.
Attorneys at Law
6117-A East 21st Street
Tulsa, Oklahoma
74114

Area Code 918
836 9115

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

AUDIE CRIGER,

Plaintiff,

-vs-

DAYS INNS OF AMERICA FRANCHISING,
INC., a Georgia corporation, and
RED CARPET INN, INC., a Georgia
corporation,

Defendants.

Case No. 85-C-1117E

FILED

AUG 11 1986

U.S. DISTRICT COURT

O R D E R

On motion of Defendant Days Inns of America Franchising, Inc., it appearing from the "Plaintiff's First Amended Petition" that Plaintiff no longer is asserting any liability on the part of said Defendant, and Plaintiff having filed no opposition to said motion;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this action be and hereby is DISMISSED with respect to Days Inns of America Franchising, Inc.

DONE this 5th day of August, 1986.

S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE